



**PENNSYLVANIA STATE POLICE**  
DEPARTMENT HEADQUARTERS  
1800 ELMERTON AVENUE  
HARRISBURG, PENNSYLVANIA 17110

Mailing Date: August 7, 2019

Emma Best  
MuckRock News  
DEPT MR 75923  
411A Highland Avenue  
Somerville, Massachusetts 02144-2516

PSP/RTKL Request № 2019-0695

Dear Ms. Best:

On July 1, 2019, the Pennsylvania State Police (PSP) received your request for information pursuant to the Pennsylvania Right-To-Know Law (RTKL), 65 P.S. §§ 67.101 – 67.3104, wherein you state:

Pursuant to the Pennsylvania Right to Know Act, I hereby request the following records:

Copies of any Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs), memoranda of agreement or other liaison, information sharing or prisoner/detainee transfer agreements or delegations of authority with or involving Immigration and Customs Enforcement signed or otherwise put into effect between March 1, 2003 and the present. This includes but is not limited to any agreements entered into under or a result of Section 287(g) of the Immigration and Nationality Act.

A copy of your request is enclosed. By letter dated July 8, 2019, you were notified in accordance with RTKL section 67.902(b) that PSP required an additional thirty days to prepare this final response.

Your request is granted. Your request is granted insofar as the responsive fourteen-page record comprising the Memorandum of Understanding (MOU), ICE Form 73-002; Memorandum of Understanding (MOU) for participation in the State and Local Overtime/Joint Operations Program (SLOT); and an agreement between the Pennsylvania State Police and the U.S. Immigration and Customs Enforcement for the purpose of reimbursement of overtime expenses and other related investigative costs

(marked for identification as PSP/RTK000001-PSP/RTK00014). These documents are enclosed with this letter.

To the extent that your request seeks or may be construed to seek records involving covert law enforcement investigations, including, intelligence gathering and analysis, PSP can neither confirm, nor deny the existence of such records without risk of compromising investigations and imperiling individuals. Under No Circumstances, therefore, should this final response be interpreted as indicating otherwise. In all events, should such records exist, they are entirely exempt from public disclosure under the RTKL and CHRIA.

In closing, you have a right to appeal this response by submitting an appeal form in writing to the Office of Open Records (OOR), 333 Market Street, 16<sup>th</sup> Floor, Harrisburg, Pennsylvania 17126-0333. The appeal form may be obtained in the forms section on the OOR website, <http://openrecords.pa.gov>. Should you choose to file an appeal, you must do so within 15 business days of the mailing date of this response and send to the OOR:

- 1) this response;
- 2) your request; and
- 3) the reason why you think the agency is wrong in its reasons for withholding information (a statement that addresses any ground stated by the agency for the denial). If the agency gave several reasons why the record is not public, state which ones you think were wrong.

Sincerely,



Lissa M. Ferguson  
Deputy Agency Open Records Officer  
Pennsylvania State Police  
Bureau of Records & Identification  
Right-to-Know Law/Subpoena Section  
1800 Elmerton Avenue  
Harrisburg, Pennsylvania 17110  
Email: RA-psprighttoknow@pa.gov  
1.877.785.7771 (Main); 717.525.5795 (Fax)

Enclosures: PSP/RTKL Request № 2019-0695  
Granted, "public record" PSP/RTK000001-PSP/RTK000014

MuckRock News  
DEPT MR 75923  
411A Highland Ave  
Somerville, MA 02144-2516  
75923-63575515@requests.muckrock.com

2019-0695  
7-8-19

Pennsylvania State Police  
RTK Office  
1800 Elmerton Avenue  
Harrisburg, PA 17110

June 26, 2019

-----  
To Whom It May Concern:

Pursuant to the Pennsylvania Right to Know Act, I hereby request the following records:

Copies of any Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs), memoranda of agreement or other liaison, information sharing or prisoner/detainee transfer agreements or delegations of authority with or involving Immigration and Customs Enforcement signed or otherwise put into effect between March 1, 2003 and the present. This includes but is not limited to any agreements entered into under or a result of Section 287(g) of the Immigration and Nationality Act.

I am a member of the news media and request classification as such. I have previously written about the government and its activities, with some reaching over 100,000 readers. As such, as I have a reasonable expectation of publication and my editorial and writing skills are well established. In addition, I discuss and comment on the files online and make them available through non-profits such as the Internet Archive and MuckRock, disseminating them to a large audience. While my research is not limited to this, a great deal of it, including this, focuses on the activities and attitudes of the government itself. As such, it is not necessary for me to demonstrate the relevance of this particular subject in advance.

As my primary purpose is to inform about government activities by reporting on it and making the raw data available, I request that fees be waived.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

Sincerely,

Emma Best

MuckRock News  
DEPT MR 75923  
411A Highland Ave  
Somerville, MA 02144-2516  
75923-63575515@requests.muckrock.com

RECEIVED  
RIGHT TO KNOW LAW OFFICE  
SUBPOENA UNIT

2019 JUL - 1 A 10:52

Filed via MuckRock.com  
E-mail (Preferred): 75923-63575515@requests.muckrock.com

For mailed responses, please address (see note):

MuckRock News  
DEPT MR 75923  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.



**STANDARD RIGHT-TO-KNOW REQUEST FORM**

DATE REQUESTED: 2019-06-24

REQUEST SUBMITTED BY:  E-MAIL  U.S. MAIL  FAX  IN-PERSON

REQUEST SUBMITTED TO (Agency name & address): Pennsylvania State Police

1800 Elmerton Avenue, Harrisburg, PA 17110

NAME OF REQUESTER : Emma Best

STREET ADDRESS: Dept MR 75923 411A Highland Ave

CITY/STATE/COUNTY/ZIP(Required): Somerville, MA 02144-2516

TELEPHONE (Optional): \_\_\_\_\_ EMAIL (optional): 75923-63575515@requests.muckrock.com

RECORDS REQUESTED: \*Provide as much specific detail as possible so the agency can identify the information.  
*Please use additional sheets if necessary*

See Attached

DO YOU WANT COPIES?  YES  NO

DO YOU WANT TO INSPECT THE RECORDS?  YES  NO

DO YOU WANT CERTIFIED COPIES OF RECORDS?  YES  NO

DO YOU WANT TO BE NOTIFIED IN ADVANCE IF THE COST EXCEEDS \$100?  YES  NO

\*\* PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES \*\*  
\*\* IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL \*\*

**FOR AGENCY USE ONLY**

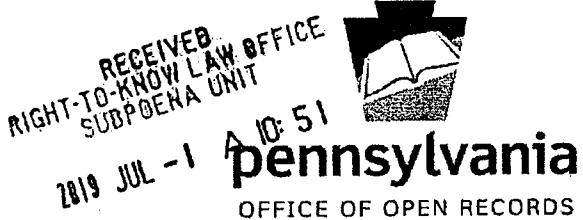
**OPEN-RECORDS OFFICER:**

I have provided notice to appropriate third parties and given them an opportunity to object to this request

**DATE RECEIVED BY THE AGENCY:**

**AGENCY FIVE (5) BUSINESS DAY RESPONSE DUE:**

*\*\*Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*



**STANDARD RIGHT-TO-KNOW REQUEST FORM**

**DATE REQUESTED:** 2019-06-25

**REQUEST SUBMITTED BY:**  E-MAIL  U.S. MAIL  FAX  IN-PERSON

**REQUEST SUBMITTED TO (Agency name & address):** Pennsylvania State Police

1800 Elmerton Avenue, Harrisburg, PA 17110

**NAME OF REQUESTER:** Emma Best

**STREET ADDRESS:** Dept MR 75923 411A Highland Ave

**CITY/STATE/COUNTY/ZIP(Required):** Somerville, MA 02144-2516

**TELEPHONE (Optional):** \_\_\_\_\_ **EMAIL (optional):** 75923-63575515@requests.muckrock.com

**RECORDS REQUESTED:** \*Provide as much specific detail as possible so the agency can identify the information.  
*Please use additional sheets if necessary*

See Attached

**DO YOU WANT COPIES?**  YES  NO

**DO YOU WANT TO INSPECT THE RECORDS?**  YES  NO

**DO YOU WANT CERTIFIED COPIES OF RECORDS?**  YES  NO

**DO YOU WANT TO BE NOTIFIED IN ADVANCE IF THE COST EXCEEDS \$100?**  YES  NO

**\*\* PLEASE NOTE: RETAIN A COPY OF THIS REQUEST FOR YOUR FILES \*\***  
**\*\* IT IS A REQUIRED DOCUMENT IF YOU WOULD NEED TO FILE AN APPEAL \*\***

**FOR AGENCY USE ONLY**

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**DATE RECEIVED BY THE AGENCY:**

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*Homeland Security Investigations  
Office of the Special Agent in Charge  
220 Chestnut Street, Room 200  
Philadelphia, PA 19106*



**Homeland  
Security**

NOV 21 2014

Col. Frank Noonan  
Pennsylvania State Police  
1800 Elmerton Ave.  
Harrisburg, Pa 17110

Attn: Captain David Heckman

Dear Captain Heckman,

Enclosed are updated and signed Memoranda of Understanding between Department of Homeland Security, Homeland Security Investigations (HSI) Philadelphia Office and the Pennsylvania State Police.

The first Memorandum of Understanding (MOU), ICE Form 73-002, designates Pennsylvania State Police employees as Customs Officers (Excepted).

The second Memorandum of Understanding is for your agency to participate in the State and Local Overtime/Joint Operations Program (SLOT). Overtime salaries, travel, fuel, training, equipment, and other similar cost, incurred by your agency in a joint law enforcement operation with HSI may be authorized for reimbursement, pending pre-approval from this office and availability of funds.

Request for Reimbursement of Joint Operations Expenses forms should be signed by the head of the department or their alternate and submitted monthly. We continually monitor our SLOT budget to ensure our supporting partners are adequately funded for our joint investigations.

Thank you for your participation in the SLOT Program and your continued service to the Department of Homeland Security, Homeland Security Investigations. If you or your staff has any questions concerning the SLOT Program please contact Patricia Washlick at 215-717-4897 or Patricia.A.Washlick@ice.dhs.gov.

Respectfully,

John Kelleghan  
Special Agent in Charge

Enclosures (2)

PS BCK 54-14

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
HOMELAND SECURITY INVESTIGATIONS

and

PENNSYLVANIA STATE POLICE

regarding

THE DESIGNATION OF PENNSYLVANIA STATE POLICE EMPLOYEES  
AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Pennsylvania State Police.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of 71 P.S. §§ 65 & 250.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Pennsylvania State Police.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), HSI is not conveying the authority to enforce administrative violations of immigration law.

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Pennsylvania State Police to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of Pennsylvania State Police as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

Pennsylvania State Police agrees:

- a. That only sworn law enforcement officers of Pennsylvania State Police who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and Pennsylvania State Police.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. **POINTS OF CONTACT.**

HSI Office: SAC/Philadelphia  
Name: John P. Kelleghan  
Title: Special Agent in Charge  
Address: 220 Chestnut Street, Room 200  
Philadelphia, PA 19106  
Telephone Number: +1 (215) 717-4800  
Fax Number: +1 (215) 597-4200  
E-mail Address:

Pennsylvania State Police:  
Name: David J. Heckman  
Title: Captain  
Address: 1800 Elmerton Ave  
Harrisburg, PA 17110  
Telephone Number: +1 (717) 783-1367  
Fax Number: +1 (717) 705-2306  
E-mail Address: dheckman@pa.gov

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

The execution of this MOU terminates the previous MOU, dated April 7, 2008, between the parties that designated Pennsylvania State Police Members as Customs Officers.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

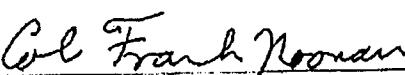
9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

  
\_\_\_\_\_  
Name of HSI Official: John P. Kelleghan  
Title of HSI Official: Special Agent in Charge  
Homeland Security Investigations  
U.S. Immigration and Customs Enforcement

Date: NOV 21 2014

  
\_\_\_\_\_  
Frank Noonan

Commissioner  
Pennsylvania State Police

Date: 10/22/14

APPROVED AS TO FORM AND LEGALITY

Pennsylvania State Police

Office of Chief Counsel

Linda Randby

Date: 10.20.14

Pennsylvania Office of General Counsel

DS

Date: 11/13/14

Pennsylvania Office of Attorney General

Not applicable per \$20,000 threshold

Date: \_\_\_\_\_

PS: BCX 09 14

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Pennsylvania State Police and Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Philadelphia PA for the purpose of the reimbursement of costs incurred by the Pennsylvania State Police in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party. The execution of this Agreement terminates the previous Agreement, dated October 20, 2010, between the parties.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by HSI Philadelphia, with the participation of the Pennsylvania State Police and until terminated, in writing, by either party.

## V. TERMS, CONDITIONS, AND PROCEDURES

### 1. Assignment of Officer(s)

To the maximum extent possible, the Pennsylvania State Police shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Pennsylvania State Police shall provide HSI Philadelphia with the Names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

### 2. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

A. The Pennsylvania State Police may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI Philadelphia, performed by its officer(s) assigned to this joint operation. In addition, the Pennsylvania State Police may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the HSI Philadelphia.

The Pennsylvania State Police may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

B. Reimbursement payments will not be made by check. To receive reimbursement payments, the Pennsylvania State Police must complete and submit SF-3881 ACH Vendor/Miscellaneous Payment Enrollment Form. This form provides Pennsylvania State Police bank account information for the purposes of Electronic Funds Transfer.

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to HSI Philadelphia SLOT Coordinator.

C. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Pennsylvania State Police must submit to HSI Philadelphia the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied

by supporting documents such as copies of time sheets and receipts.

3. The Pennsylvania State Police remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
4. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
5. The Pennsylvania State Police will submit all requests for the reimbursement of joint operations' expenses to HSI Philadelphia, at the following address:

Department of Homeland Security  
Homeland Security Investigations  
200 Chestnut Street, Room 200  
Philadelphia, PA 19106  
Attn: SLOT Coordinator

## VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Pennsylvania State Police agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

## VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**Agreement Between Treasury Enforcement  
Agencies  
and  
Local, County and State Law Enforcement  
Agencies  
for the  
Reimbursement of Overtime Expenses  
and Other Related Investigative Costs**

\*\*\*\*\*

This agreement is entered into by the Pennsylvania State Police and the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia for the purpose of receiving reimbursable costs incurred by the Pennsylvania State Police in providing resources for investigations/criminal intelligence and other joint operations of mutual concern.

Payments may be made to the extent that they are included in the Treasury law enforcement agency's Fiscal Year Plan and to the extent that the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

**I. LIFE OF THIS AGREEMENT**

This agreement is effective on the date it is signed by both parties. It is valid until cancelled by either party.

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies while participating in joint operations/task forces with a Department of the Treasury law enforcement agency.

**II. PURPOSE OF THIS AGREEMENT**

This agreement establishes the procedures and responsibilities of both the Pennsylvania State Police and the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C.9703.

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| Pennsylvania State Police

### III. NAME OF TASK FORCE/JOINT OPERATION (if applicable)

Task Force Name: Not Applicable

### IV. CONDITIONS AND PROCEDURES

#### A. Assignment of Officer(s)

To the maximum extent possible, the Pennsylvania State Police shall assign dedicated officer(s) to any joint operations/investigations.

Within 10 days of the effective date of this agreement, the Pennsylvania State Police shall provide the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia with the names, titles, and badge/ID numbers of the officer(s) assigned to joint operations. Further, the Pennsylvania State Police shall provide the hourly overtime wage rate of the assigned officer(s).

#### B. Requests for Reimbursement of Overtime Expenses

1. The Pennsylvania State Police may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a joint task force with the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia for the purpose of conducting official Treasury Investigations.
2. The Pennsylvania State Police shall provide the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia, within 10 days of the signing of this agreement, with the contact name, title, telephone number, and address where the Law Enforcement agency wants the check for reimbursement of overtime costs mailed. The Pennsylvania State Police shall also provide the name to whom the check should be payable.
3. Invoices submitted for the payment of overtime to local/county/state law enforcement agencies must be submitted on that agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The Pennsylvania State Police will submit all requests for reimbursable payments, together with appropriate documentation, to:

**Homeland Security Investigations  
Immigration & Customs Enforcement  
Room 200 - US Customs House  
220 Chestnut Street  
Philadelphia, PA 19106  
Attn: SLOT Administrator**

The Pennsylvania State Police shall certify that the request is for overtime expenses incurred by the Pennsylvania State Police for participation in joint investigations or operations.

The Pennsylvania State Police shall also certify that requests for reimbursement of overtime expenses have not been made to other federal law enforcement agencies, which may also be participating with the task force.

The Pennsylvania State Police acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the Pennsylvania State Police must be approved and certified by the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia. The Treasury law enforcement agency shall countersign the invoices for payment.
6. The maximum reimbursement entitlement for overtime worked on behalf of the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia is set at \$15,000 per officer assigned to the task force for the fiscal year period.

### C. Program Audit

This agreement and its procedures are subject to audit by the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia, the Department of the Treasury Office of the Inspector General, the General Accounting Office, and other government designated auditors. The Pennsylvania State Police agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an ongoing audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

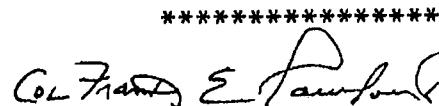
### D. Revisions

The terms of this agreement may be amended upon the written approval of both the Pennsylvania State Police and the U.S. Immigration and Customs Enforcement, Special Agent in Charge, Philadelphia. The revision becomes effective upon the date of approval.

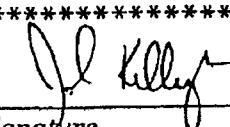
### E. No Private Right Created

This is an internal government agreement between a Treasury law enforcement agency and a local/county/state law enforcement agency and is not intended to confer any right or benefit to any private person or party.

\*\*\*\*\*

  
Signature  
Commissioner  
Pennsylvania State Police

10-01-10  
Date

  
Signature  
US Immigration & Customs  
Enforcement

10/24/10  
Date

**MEMORANDUM OF UNDERSTANDING**  
between  
the  
**U.S. Immigration and Customs Enforcement (ICE)**  
and

**PENNSYLVANIA STATE POLICE**

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**I. Purpose**

*The above listed law enforcement agency and ICE agree that effective enforcement of the laws relating to ICE jurisdiction requires close cooperation and coordination between the two agencies, and have therefore entered into this agreement to govern the use of ICE designations by certain employees of your agency.*

**II. Agreement**

*There may be instances when it may be desirable on occasion for certain sworn law enforcement employees of your agency to be able to perform certain ICE duties. Pursuant to section 401(i), Tariff Act of 1930, as amended, (19 U.S.C. 1401(i), the Secretary of Homeland Security or his/her designee is authorized to designate persons as Customs Officers (Excepted) who are designated to perform the duties of an ICE Officer. The designated Customs Officers will have the authority to enforce "Customs" laws. This agreement does not grant the designated Customs Officers the authority to enforce "Immigration" laws.*

*The forms and authorities referenced herein may be renamed or replaced by ICE without prejudice to this agreement.*

*The two agencies have, therefore, entered into an agreement as follows:*

**A. The U.S. Immigration and Customs Enforcement agrees:**

1. *to designate certain employees of your agency as Customs Officers (Excepted), without additional compensation, to perform the duties shown on the attached "Designation, Customs Officer" form (which is hereby made part of the agreement);*
2. *to provide appropriate training in Customs laws, policies, and procedures to the designated employees;*
3. *to issue a "Designation, Customs Officer," as described in A1 above to each qualified employee;*
4. *to advise your officers regarding any court proceedings that question any seizures or arrests that are made in accordance with this agreement;*
5. *to process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to local law officers acting pursuant to this agreement, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. 8101, et. seq.);*

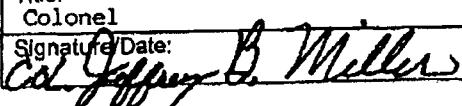
B. The above listed law enforcement agency agrees:

1. to advise ICE of each situation in which the agency proposes to use an ICE designation;
2. that ICE designations to employees of your agency will be used only in situations where there has been specific advance approval by the appropriate Special Agent in Charge or Resident Agent in Charge. Designations will be used only for the duration of the specified law enforcement activity for which the approval was extended, and to the extent of such approval.
3. that only personnel who are sworn law enforcement officers of your agency and who successfully complete the appropriate ICE cross-designation training and received a "Designation, Customs Officer" form will be granted Customs Officer status;
4. to report to ICE, in writing, the results of all activity undertaken by the designated Customs Officer as a consequence of the Customs cross designation authority;
5. to advise ICE of each court proceeding in which the validity of ICE search, seizures, or arrest authority has become an issue; and to permit ICE to provide legal memoranda or other assistance in such cases when desired by ICE.
6. to follow ICE directives and instructions that are applicable to ICE concerning ICE search, seizure, and arrest authority;
7. to return all ICE equipment and identification if issued, when a cross designated officer terminates employment for any reason.

Both agencies agree to:

1. recognize that any abuse of ICE cross designation authority may lead to the revocation of such cross designations by ICE;
2. agree to exchange implementing instructions prior to issuance; and
3. agree to schedule periodic meetings to review this agreement.

This Memorandum of Understanding is an internal agreement between government agencies. It does not create or confer any rights, privileges, or benefits for any private person or party.

Approved By Law Enforcement Agency	Approved By ICE
Name of Agency: Pennsylvania State Police	ICE Agency: SAC / PHILADELPHIA
Name: Jeffrey B. Miller	Name: JOHN KELLEGHAN
Title: Colonel	Title: SPECIAL AGENT IN CHARGE
Signature/Date: 	Signature/Date:  4/7/08

ICE Form 73-002 (05/05)